

**CONTRACTS II**  
**SPRING 2009**

**PROFESSOR ALLEN BLAIR**

Regular Office Hours

Tuesday        11:00 – 12:00; 1:00 – 2:00  
Thursday      11:00 – 12:00; 1:00 – 2:00  
*Other times by appointment*

Contact Information

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*A profitable approach to the law of contract, and perhaps to law in general, is to view legal doctrine, rules, principles, and standards as reflecting the value system of the culture in which the legal system is embedded.*

FRIEDRICH KESSLER, CONTRACTS 1 (3d ed. 1986).

Introduction

Picking up where we left off last semester, we will continue to expose the black-letter rules at the heart of current contract law and to explore how contracts and the act of contracting define and are defined by our culture. As was true last semester, our overarching goal will be to answer the following question: “What is it that lawyers do when faced with problems involving contracts?”

Please remember that this is a year-long course. This means that I expect you to remember what you learned last semester, and I expect that you will be able to integrate the new material that we cover with the material that we’ve already covered. You should, therefore, review your notes from last semester occasionally as we move through the new materials, and you should not lose track of the basics (offers, acceptances, consideration, the statute of frauds, interpretation, etc.).

Core Goals and Objectives

In summary form, Contracts as a year long course is designed to help you:

- Understand how to determine which body of substantive contract law (UCC, common law, CISG) applies to a particular situation;
- Comprehend the fundamentals of the common law of contracts, as well as selected elements of statutory contract law (primarily the UCC), as they presently exist,
- Begin developing a vocabulary and skills that will enable you to ask pertinent legal and factual questions about a given contract situation and allow you consult and understand the appropriate sources of law that will help you answer those questions;
- Practice formulating and communicating situation-specific strategies and arguments regarding contracts and contract disputes; and
- Explore and critically evaluate some of the theories and assumptions at the heart of existing contract law.

### Required Texts

- CHARLES L. KNAPP, NATHAN M. CRYSTAL & HARRY G. PRINCE, PROBLEMS IN CONTRACT LAW: CASES AND MATERIALS (6th ed. 2007) ("Casebook").
- CHARLES L. KNAPP, NATHAN M. CRYSTAL & HARRY G. PRINCE, RULES OF CONTRACT LAW (2008-2009 Statutory Supplement) ("Statutory Supplement").

### Preparation and Participation

At this point, you are well aware of how challenging this course can be. Please keep up the good work, keep participating vigorously and regularly, and continue to come to class fully prepared.

### Attendance

Missing more than three classes will constitute excessive absence for purposes of the Law School's attendance policy. If a conflict arises with a particular class, please let me know as soon as possible. I will endeavor to make reasonable accommodations to folks who have personal, religious, or other conflicts and let me know about such conflicts in a timely manner.

### Computer Use

You may use laptop computers or other electronic devices in class to take notes and access course-related materials. You should not use your laptop or electronic devices for other purposes.

### TWEN

I will continue posting materials on TWEN.

### Grading and The Exam

Although Contracts is a year-long course, you will be graded at the end of both the fall and the spring semesters.

Your grade this semester will be based on a final examination (70%), two in-class quizzes (20%), and fulfillment of a short writing requirement (10%).

#### *The Final Examination*

The final examination will be a three-hour, closed-book test. We will discuss the structure and format of the examination in more detail as the semester progresses.

#### *The Quizzes*

I will give two in-class quizzes during the semester. I will give you a warning one week prior to each quiz. One of the quizzes will be given around the middle of the semester, and one will be given towards the end of the semester.

*These quizzes are treated like the final exam. I cannot excuse you from taking them. If you have a conflict, you must seek a special accommodation from the Dean of Student and Multicultural Affairs. I will oppose any accommodation request unless: (a) you have a preexisting*

*conflict and you have made arrangements with me in advance; or (b) you have a significant personal or family emergency and you contact me as expeditiously as possible.*

### Short Writing Requirement

During the semester, you will be required to turn in two short papers. One of these papers will be a Complaint or an Answer. I will distribute, at the start of the semester, a hypothetical dispute. You will be paired up with a classmate. One of you will draft a Complaint, based on the facts of the hypothetical, and one of you will draft an Answer to that Complaint. We will return to this hypothetical in the middle of the semester, when you will then be drafting discovery requests.

### Reading Assignments

As I did last semester, I will distribute assignments in bundles. Unless I instruct you otherwise, we will read one assignment per class period.

Please remember that I do not generally assign sections out of the Supplement. **You should, however, review the portions of the Supplement relevant to the assigned readings.**

1. **Casebook 497 - 515**

- *Bayliner Marine Corp. v. Crow*
- *Caceci v. Di Canio Constr. Corp.*

**Handout – Theoretical Tools: Information Asymmetries and Adverse Selection**

2. **Casebook 517 - 537**

- *Dodson v. Shrader*
- *Hauer v. Union State Bank*

3. **Casebook 537 - 556**

- *Totem Marine Tug & Barge, Inc. v. Alyeska Pipeline Serv. Co.*
- *Odorizzi v. Bloomfield Sch. Dist.*

**Handout – Theoretical Tools: Efficiency and Contract Design**

4. **Casebook 556 - 580**

- *Syester v. Banta*
- *Hill v. Jones*

5. **Casebook 584 – 599**

- *Williams v. Walker-Thomas Furniture Co.*

**Handout – Theoretical Tools: Cognitive Biases and Behavioral Economics**

*Catch up, if necessary, from first four assignments.*

6. **Casebook 599 – 625**

- *Higgins v. Superior Court of Los Angeles County*
- *Adler v. Fred Lind Manor*

7. **Casebook 632 - 661**

- *Valley Med. Specialists v. Farber*
- *R.R. v. M.H. & another*